

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **JG4135**Due Date: **05/04/04 at 3:00 P.M.**

Date Sent: April 12, 2004

Agency Contract

Goods and services to be
 purchased:

**WRITE/INSTALL AN INTEROPERABILITY FRAMEWORK AGENT AND A ZONE INTEGRATION SERVER
 FOR THE UTAH STATE OFFICE OF EDUCATION**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: JG4135

Due Date: 05/04/04

Vendor Name:

THE PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP) IS TO ENTER INTO A CONTRACT WITH A QUALIFIED FIRM TO WRITE/INSTALL A SCHOOL'S INTEROPERABILITY FRAMEWORK (SIF) AGENT AND A ZONE INTEGRATION SERVER (ZIS) FOR USE WITH THE UTAH STATE OFFICE OF EDUCATION (USOE) STUDENT INFORMATION SYSTEM (SIS) PER ATTACHED SPECIFICATIONS.

IT IS ANTICIPATED THAT THIS RFP MAY RESULT IN A CONTRACT AWARD TO A SINGLE CONTRACTOR.

WITH TECHNICAL QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT JANICE CHRISTENSEN AT 801-538-7623.

WITH PURCHASING QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT JARED GARDNER AT 801-538-3342.

REFERENCE RX: 400 42000000029

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile**

transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code

Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c)

Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL

Acquisition of a School's Interoperability Framework (SIF) Agent and a Zone Integration Server (ZIS) for use with the USOE Student Information System (SIS)

Solicitation # JG4135

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to write/install a School's Interoperability Framework (SIF) Agent and a Zone Integration Server (ZIS) for use with the Utah State Office of Education (USOE) Student Information System (SIS). It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to give evidence of service capability under any agreement.

BACKGROUND

Education software companies and education agencies throughout the country have adopted SIF as the standard means to transfer data between software programs. Currently, users of the SIS system are entering student information into the SIS system and then have to enter the same information into various other programs, including software provided by USOE and third-party vendors. To reduce the amount of information that is entered multiple times, the SIS needs to be SIF compliant.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah State Office of Education – Computer Services. The reference number for the transaction is Solicitation # JG4135. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and 5 identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

Questions regarding this proposal or any of the contents herein must be submitted in writing or emailed to:

ATTN: Derek Howard
Utah State Office of Education
PO Box 144200
Salt Lake City, UT 84114-4200

choward@usoe.k12.ut.us

All questions will be due by close of business April 27, 2004 to allow for a final addendum. Questions received after this date will not be considered.

State Purchasing will post all questions and responses as an addendum to this proposal.

LENGTH OF CONTRACT

The Contract resulting from this RFP will begin upon completion of contract and end December 31, 2004 with 3 renewal options on a yearly basis at USOE's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the first year of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at: <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

DETAILED SCOPE OF WORK

Write and install a SIF agent for use with the USOE SIS system. Include a state-level ZIS server that will work with the current infrastructure for use with the USOE SIS system, other USOE software systems and third-party software. The SIF/ZIS must be able to exchange required fields between SIS and other SIF - compliant applications i.e.: GoalView, Alexandria, e-Directory, etc.

The agent must be able to request data, publish events and receive and process valid incoming requests, responses and events. Support for specific message types and required data objects involved will be negotiated. The agent must also be capable of exchanging additional data items as defined by USOE or recommended by the bidder. These data objects should include standard demographic items, etc. It is understood that there may be a need for custom objects and/or items that are not currently in the SIF Implementation Specification or in the SIF Draft Objects Specification.

However, the system must be designed to easily accommodate official SIF objects and items when they become available. The contractor will be expected to work with the SIF organization to promote the adoption of custom objects or elements used in the system. Along with the installation, documentation and training will be provided to USOE/CS staff to ensure proper maintenance, monitoring, usage and updating of the SIS/ZIS. All software must be written in Visual Basic .NET and work with the Windows and IIS environments. All software source code will become the sole property of the USOE.

FUNDING OUT

The STATE agrees to use its best efforts to obtain funding for multi-year contracts. If continued funding for this contract is not appropriated or budgeted at any time throughout the multi-year contract period, the STATE may terminate this contract upon 30 days notice. If funding to the STATE is reduced due to an order by the Legislature or the Governor, or is required by state law, the STATE may terminate this contract or proportionately reduce the services and goods due and the amount due from the STATE upon 30 days written notice.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

The offeror must have demonstrated expertise in writing/installing SIF agents and ZIS servers and have a record of accomplishment in the development, implementation and refinement of the standards. Offerors must provide letters of reference and specific examples of providing and supporting said software. The offeror must demonstrate the ability to meet deadlines in the schedule of events and satisfy the requirements of the contract as specified in the RFP. Preferred skills include expertise in SIF/ZIS and training expertise to ensure a full working knowledge of the deliverables.

The bidder must include resumes of staff members to be assigned to completing this project. Resumes must include technical skills, programming languages (including length of time using language) and project assignment information.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least a complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

1. Demonstrated ability to meet the scope of work
 - a. Letters of Reference
 - b. Ability to write/install SIF/ZIS
 - c. Ability to provide training to USOE staff
2. Demonstrated technical capability (proven track record), etc.
 - a. Examples of providing software
 - b. Examples of supporting software
3. Qualification and expertise of staff proposed for this project.
 - a. Resumes include sufficient technical skills (Visual Basic .NET)

- b. Programming knowledge (2+ years SIF, 5+ general)
- 4. Performance references for similar projects
 - a. High quality software, minimum defects
 - b. Completed tasks on time

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30 %	Cost
20 %	Demonstrated ability to meet the scope of work
20 %	Demonstrated technical capability (proven track record), etc.
15 %	Qualification and expertise of staff proposed for this project.
15 %	Performance references for similar projects.

RFP Technical Rating Sheet

Bidder: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

- 0 = Failure, no response
- 1 = Poor, inadequate, fails to meet requirement
- 2 = Fair, only partially responsive
- 3 = Average, meets minimum requirement
- 4 = Above average, exceeds minimum requirement
- 5 = Superior

	Evaluator Notes	Points Possible	Score	Points
1. Demonstrated ability to meet the scope of work (20 points possible)				
a. Letters of Reference		5		
b. Ability to write/install SIF/ZIS		5		
c. Ability to provide training to USOE staff		10		
2. Demonstrated technical capability (proven track record), etc. (20 points possible)				
a. Examples of providing software		10		
b. Examples of supporting software		10		
3. Qualification and expertise of staff proposed for this project. (15 points possible)				
a. Resumes include sufficient technical skills (Visual Basic .NET)		5		
b. Programming knowledge (2+ years SIF, 5+ general)		10		
4. Performance references for similar projects (15 points possible)				
a. High quality software, minimum defects		10		
b. Completed tasks on time		5		
5. Cost (30 points possible)		30		
TOTAL EVALUATION POINTS		100		

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror who's Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$.

PRICE PROPOSAL

Bidder Name: _____

Price is to be submitted based on the following:

Designing/Writing Software

Estimated Hours _____ \$ _____

Setup/Installing Software

Estimated Hours _____ \$ _____

Training

Estimated Hours _____ \$ _____

Incidental Costs (Specify)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Bid \$ _____